

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JUN 27 2011
DEPT. OF WATER RESOURCES
SOUTHERN REGION

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
36-13599	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Denise L. Fassett and Glenn E. Fassett
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Rodney Jentzsch
Name of each new owner as listed on the conveyance document
Shirley Jentzsch
New owner continued ☐ Name connector ☒ and ☐ or ☐ and/or
20106 5th Street
Mailing address
Rupert ID 83350
City State ZIP
208-431-1226 rod@jkfarms.com
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 5/9/11
6. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

7. Signature: X Rodney Jentzsch 6-21-11
Signature of new owner/claimant Title, if applicable Date
Signature: X Shirley Jentzsch 6-21-11
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only

Received by [Signature] Date 7/19/11 Receipt No. 5032037 Receipt Amt. \$ 2500
Approved by _____ Processed by TF Date 11-17-2015

per tracking

*email from Cindy to Caroline (extens. paralegal
for May, Browning (Attorney))*

Hi Tina,

I have been in touch with Cindy Yenter, the watermaster, regarding the water right split. and she has given me these instructions as to how best to handle it:

Caroline – I can't really confirm the amount of the splits. The water right 36-13599 comments indicate it was awarded for four cellars, three homes and a café. Bryan told me was that Rod was purchasing all but the café. The well would be on Rod's property but the café would still be hooked up to it. The water right specifies a rate of flow of 0.04 cfs each for commercial and domestic uses, but the rate is non-additive, meaning the entire amount may be used where needed, but all uses at once cannot exceed .04 cfs. There is a volume for domestic use and an additive volume for commercial use. However the commercial volume includes both the cellars and the café's uses, and I don't know exactly how this was determined.

<https://mail.google.com/mail/?ui=2&ik...>

1/2

5/10/2011

Landtitleandescrow.com Mail - WR#36-...

The café owner will retain ownership of his little portion of this right. Problem is that's not well defined on the face of the right. You can specify how to split up the commercial rate and volume ambiguously, but you might short either Jentzsch or the café owner in the process and you might create a situation that is not realistic. According to what Bryan told me, the café is only open summers through harvest, and the cellars only operate in winter. Consequently they don't operate at the same time at all, or overlap very little, so they might truly share that 0.04 cfs, each at a different time of year.

Instrument # 512352

MINIDOKA COUNTY, RUPERT, IDAHO

5-9-2011 04:23:23 No. of Pages: 8

Recorded for : BURLEY LAND TITLE

PATTY TEMPLE

Fee: 31.00

Ex-Officio Recorder Deputy

H. Winton

Upon Recording Return to:

J. Justin May
May, Browning & May
1419 W. Washington
Boise, Idaho 83702

48290^{mc}

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

WARRANTY DEED

FOR VALUE RECEIVED, WESTERN MORTGAGE & REALTY COMPANY, a Washington corporation, the Grantor, does hereby grant, bargain, sell and convey unto Rodney Jentzsch and Shirley Jentzsch, husband and wife, the Grantees, whose address is 20106 5th Street, Rupert, Idaho 83350, that certain real property situate in Minidoka County, Idaho, as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Premises").

TOGETHER WITH all and singular the buildings, structures, improvements, easements, water rights, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, the reversion and reversions, the remainder and remainders, rents, issues and profits thereof.

SUBJECT TO the exceptions listed in Exhibit "B" attached hereto and incorporated herein by reference.

THE PREMISES ARE SOLD AND CONVEYED TO GRANTEES AS IS, WHERE IS, AND WITH ALL FAULTS, INCLUDING BOTH LATENT AND PATENT DEFECTS. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY GRANTOR CONCERNING THE PREMISES. GRANTEES, BY ACCEPTING THIS WARRANTY DEED, RELEASE GRANTOR FROM ANY AND ALL LIABILITY RELATING TO ANY ASPECT OR CONDITION OF THE PREMISES, KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, ACTUAL OR CONTINGENT, ARISING BY STATUTE, COMMON LAW OR OTHERWISE.

TO HAVE AND TO HOLD the Premises, with its appurtenances unto the Grantee, and Grantees' successors and assigns forever. Grantor does hereby covenant to and with the Grantees, that it is the owner in fee simple of the Premises; that the Premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantees, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, this Warranty Deed has been duly executed by Grantor this 5TH day of MAY, 2011.

SIGNATURE ON FOLLOWING PAGE

WESTERN MORTGAGE & REALTY
COMPANY, a Washington corporation

By: _____

Tim M. Tippet
Vice President

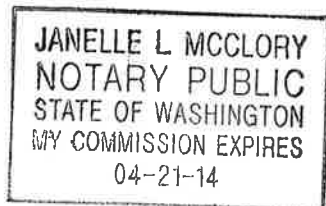
STATE OF WASHINGTON)

) ss.

County of Franklin)

On this 5th day of May, 2011, before me,
Janelle L. McClory, a Notary Public in and for said state, personally
appeared Tim M. Tippet, known or identified to me to be the Vice President of
WESTERN MORTGAGE & REALTY COMPANY, the corporation that executed the foregoing
instrument, and acknowledged to me that he executed the same on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.



Notary Public for Washington

Residing at Kennewick, Wa

My commission expires 04-21-2014

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL NO. 1:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 20: That part of the SE1/4SE1/4, more particularly described as follows:

Beginning at the Southeast corner of Section 20, said corner marked by a 5/8" rebar;
Thence South 89°49'06" West along section line for 130.00 feet to a 1/2" rebar which shall be the POINT OF BEGINNING;
Thence South 89°49'06" West along section line for 171.00 feet to a 1/2" rebar;
Thence North 0°01'48" West for 432.24 feet to a 1/2" rebar;
Thence North 0°01'48" West for 2.08 feet to a point on the South right of way of State Highway 24;
Thence South 73°16'35" East along said Highway right of way for 313.35 feet to a 1/2" rebar on the East line of Section 20;
Thence South 0°11'20" East along section line for 133.20 feet to a 1/2" rebar;
Thence South 89°49'06" West for 130.00 feet to a 1/2" rebar;
Thence South 0°11'20" East for 210.00 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM the following described tract:

Beginning at the Southeast corner of said Section 20, said corner marked by a 5/8 inch rebar with cap attached; thence South 89°49'06" West along section line for 130.00 feet to a 1/2 inch rebar which shall be the Point of Beginning;
Thence South 89°49'06" West along section line for a distance of 56.61 feet to a 1/2 inch rebar;
Thence North 00°54'26" East for a distance of 250.41 feet to a 1/2 inch rebar;
Thence South 86°01'42" East for a distance of 182.30 feet to a rebar on section line;
Thence South 00°11'20" East along section line for a distance of 27.16 feet to a 1/2 inch rebar;
Thence South 89°49'06" West for a distance of 130.00 feet to a 1/2 inch rebar;
Thence South 00°11'20" East for a distance of 210.00 feet to the Point of Beginning.

PARCEL NO. 2:

TOWNSHIP 7 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 20: That part of the SE1/4SE1/4, more particularly described as follows:

Beginning at the Southeast corner of the SE1/4SE1/4 of said Section 20, said corner marked by a 5/8 inch rebar; thence South 89°49'06" West (West rec.) along section line for 301.00 feet to a 1/2 inch rebar which shall be the Point of Beginning;
Thence South 89°49'06" West (West rec.) along section line for 350.00 feet to a 1/2 inch rebar;
Thence North 0°01'48" West (North rec.) for 535.91 feet (557 feet rec.) to a 1/2 inch rebar on the Southerly right-of-way of State Highway 24;
Thence South 73°40'13" East along the Southerly right-of-way of State Highway 24 for 364.77 feet to a 1/2 inch rebar;
Thence South 0°01'48" East for 432.24 feet to the Point of Beginning.

PARCEL NO. 3:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 20: That part of the SE1/4SE1/4, more particularly described as follows:

Beginning at a point 1081 feet West of the Southeast corner of Section 20;
Thence North for 687 feet more or less to the South boundary of the State Highway; Thence
Southeast along said State Highway's South boundary for 224.6 feet; Thence South for
622 feet;
Thence West for 215 feet to the Point of Beginning.

PARCEL NO. 4:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 20: That part of the SE1/4SE1/4, more particularly described as follows:

Beginning 1296 feet West of the Southeast corner of said Section 20;
Thence North 752 feet to the South boundary of the Roosevelt State Highway right-of-way; Thence
Southeasterly along said boundary for 224.6 feet;
Thence South 687 feet to the South boundary of Section 20;
Thence West for 215 feet to the POINT OF BEGINNING.

PARCEL NO. 5:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 20: Part of the SE1/4SE1/4 and part of the SW1/4SE1/4, more particularly described as follows:

Beginning at the Southeast corner of said Section 20, said corner marked by a 5/8 inch rebar; Thence South
89°49'06" West along section line for 1296.00 feet to a 1/2 inch rebar which shall be the Point of Beginning;
Thence South 89°49'06" West along section line for 23.18 feet to a 1/2 inch rebar at the Southeast corner of the
SW1/4SE1/4;
Thence South 89°49'06" West along section line for 356.42 feet to a 1/2 inch rebar;
Thence North 0°03'14" West for 851.86 feet to a 1/2 inch rebar on the South right of way of State Highway 24;
Thence South 73°16'35" East along said right of way for 370.91 feet to a 1/2 inch rebar on the East line of the SW1/4SE1/4;
Thence South 73°16'35" East along said right of way for 25.88 feet to a 1/2 inch rebar;
Thence South 0°01'48" East (South, rec.) for 736.48 feet (752 feet, rec.) to the Point of Beginning.

PARCEL NO. 6:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 29: That part of the NE1/4NE1/4, more particularly described as follows:

Beginning at the Northeast corner of the NE1/4NE1/4 of said Section 29; Thence South along the East section line of said Section 29 for 130 feet; Thence West for 30 feet to a point, which point shall be known as the True Point of Beginning;
Thence West for 150 feet;
Thence South for 140 feet;
Thence East for 150 feet;
Thence North for 140 feet to the Point of Beginning.

PARCEL NO. 7:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 29: That part of the NE1/4NE1/4, more particularly described as follows:

Beginning at the Northeast corner of said NE1/4NE1/4; Thence South along the East Section line of said Section 29 for 130 feet; Thence West for 180 feet to a point, which point shall be known as the True Point of Beginning;
Thence West for 150 feet;
Thence South for 75 feet;
Thence East for 150 feet;
Thence North for 75 feet to the True Point of Beginning.

PARCEL NO. 8:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 29: That part of the NE1/4NE1/4, more particularly described as follows:

Beginning at the Northeast corner of said Section 29; Thence West along the North section line of said Section 29 for 330 feet to a point, which point shall be known as the True Point of Beginning;
Thence South for 130 feet;
Thence West for 130 feet;
Thence North for 130 feet to a point on the North section line of said Section 29;
Thence East along said North section line for 130 feet to the True Point of Beginning.

EXHIBIT B

THE FOLLOWING ARE EXCEPTIONS TO THE TITLE TO THE PREMISES

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Premises.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished to the Premises.
5. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
6. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes.
8. Taxes for 2011 and subsequent years, which are a lien, but are not yet due or payable.
9. Assessments levied, or to be levied, by Magic Valley Ground Water District.
10. A Telephone Line Easement, dated May 23, 1941, executed by Agnes Wall, to American Telephone and Telegraph Company of Wyoming, recorded October 4, 1941 in Book 2 of Bonds and Agreements, Page 413, Minidoka County records, over, on and across the S½SE¼ and N½SW¼ Section 20, Township 7 South, Range 24 East, Boise Meridian.
11. A Telephone Line Easement, dated March 21, 1959, executed by First Pentacostal Church by Norman Rutzen, Chairman, to The American Telephone and Telegraph Company of Wyoming, recorded April 27, 1959 in Book 36 of Deeds, Page 419, Minidoka County records, granting a right of way and easement for the erection and continued maintenance of telephone communication lines and other equipment over, on

and across the following location in Minidoka County, Idaho: Northeast quarter of the Northeast quarter of Section 29, Township 7 South, Range 24 East, of Boise Meridian County of Minidoka, and State of Idaho, together with the following rights: to install gates in any fences crossing such system, to cut down and keep cut down all trees and undergrowth within 50 ft. of said system, and any trees that may reach said system in falling; to permit the attachment, etc., of wires of any other company through said system; and when said system is located on the highway, to relocate the said system to permit highway widening; to permit no inflammable structure to be erected within 40 ft. of said system. Grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the system; together with all rights of ingress and egress. (Affects Parcel No. 6)

12. Easement for a ditch right-of-way along the North side of the herein described real property as evidenced by Warranty Deed, dated November 12, 1959, executed by Herman J. Henscheid and Theresa M. Henscheid, husband and wife, to Harold E. Gray and Lois D. Gray, husband and wife, recorded November 30, 1959 in Book 38 of Deeds, Page 483, Minidoka County records. (Affects Parcel No. 7)
13. A Power Line Easement, dated April 7, 1960, executed by Norland Country Chapel, by Norman L. Rutzen, Pastor, and Winton Walker, Secretary, to Idaho Power Company, a corporation, recorded February 28, 1961 in Book 40 of Deeds, Page 10, Minidoka County records, granting a right of way and easement for the erection and continued maintenance of electrical transmission lines and other equipment over, on and across the following location in Minidoka County, Idaho: NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 29, Township 7 South, Range 24 East of the Boise Meridian; together with all rights of ingress and egress. (Covers Parcel No. 6)
14. Power Line Easement executed by James E. Brennan, Grantor to Idaho Power Company, a corporation, its licensees, successors and assigns, Grantee, dated September 20, 1971 and recorded January 24, 1972 as Instrument No. 221819, records of Minidoka County, Idaho. (Covers the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20, Township 7 South, Range 24 East, Boise Meridian and additional property not included herein)
15. Easement for Construction and Maintenance of Highway, dated December 8, 1991, from Wilbert H. Moller and Velva D. Moller, to the Minidoka County Highway District, its successors and assigns, recorded November 8, 1991 as Instrument No. 399327, Minidoka County records, granting a right-of-way and easement for the construction and continued operation, maintenance and repair of a highway by, over, on and across the following described premises: A strip of land 50 feet in width in that portion of the SPA lying South of State Highway No. 24 also known as the Roosevelt State Highway which starts at the South boundary of said Highway and extends South to the South boundary line of Section 20, Township 7 South, Range 24 East, Boise Meridian, and which lies 25 feet on each side of the West boundary line of the portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying South of said Highway.

16. A county road right of way along the South side of the herein described real property as evidenced by Warranty Deed, dated September 30, 1992, from Wilbert H. Moller and Velva D. Moller, husband and wife, Grantors, to Steven D. Young and Maria Young, husband and wife, and Roy M. Young and Cherlyn Young, husband and wife, recorded October 2, 1992 as Instrument No. 403881, Minidoka County records. (Covers Parcel No. 5)

WARRANTY DEED

For Value Received

MABEL LOTT, a widow

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

GLENN E. FASSETT and DENISE FASSETT, husband and wife

whose current address is: Route 3 Box 285

Rupert, Idaho 83350

Hereinafter called the Grantee, the following described premises situated in Minidoka County, Idaho, to-wit:

(SEE EXHIBIT "A" ATTACHED)

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: January 10, 1994

Mabel Lott
MABEL LOTT

STATE OF IDAHO, COUNTY OF MINIDOKA, ss
On this 10th day of January, 1994,
before me, a notary public in and for said State, personally appeared

MABEL LOTT

known to me to be the person whose name is
subscribed to the within instrument, and acknowledged
to me that she executed the same.

Steve S. Porch
Notary Public

Residing at Rupert 5/1/99, Idaho.



RECORDED AT REQUEST OF
Lead Title & Escrow
FILM NO. _____
JAN 10 2 33 PM '94
MINIDOKA COUNTY - IDAHO
DUANE SMITH
RECORDER
FEE 6-00 RUPERT ID

410458

EXHIBIT "A"

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

TRACT NO. 1:

SECTION 29: That part of the NE~~1~~NE~~4~~, more particularly
described as follows:

Beginning at the Northeast corner of said Section 29,
which point shall be known as the TRUE POINT OF
BEGINNING;

Thence West along the North section line for 330 feet;

Thence South for 130 feet;

Thence East for 330 feet to a point on the East section
line of said Section 29;

Thence North along said East section line for 130 feet to
the TRUE POINT OF BEGINNING.

TRACT NO. 2:

SECTION 29: That part of the NE~~1~~NE~~4~~, more particularly
described as follows:

Beginning at the Northeast corner of said Section 29;
thence West along the North section line of said Section
29 for 330 feet to a point, which point shall be known as
the TRUE POINT OF BEGINNING;

Thence South for 130 feet;

Thence West for 130 feet;

Thence North for 130 feet to a point on the North section
line of said Section 29;

Thence East along said North section line for 130 feet to
the TRUE POINT OF BEGINNING.

TOGETHER WITH all water and water rights, ditches or ditch
rights used thereon or appurtenant thereto.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 1994 and subsequent years.

Assessments of the A & B Irrigation District and the rights
and powers of said District as by law provided.

A 30 foot wide road easement along the North, East and South
boundaries of the herein described real property, as contained
in Quitclaim Deed, dated January 11, 1989, executed by Samuel
D. Sanderson and Shirley A. Sanderson, husband and wife, to
Mabel Lott, a widow, recorded February 22, 1989 as Document
No. 383875, Minidoka County records.

(Affects Tract No. 2 only.)

413468

WARRANTY DEED

FOR VALUE RECEIVED GLENN E. FASSETT and DENISE FASSETT, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto STEVEN D. YOUNG and MARIA YOUNG, husband and wife, and ROY M. YOUNG and CHERLYN YOUNG, husband and wife, whose present address is Route # 3, Box 3263, Rupert, ID 83350, the Grantees, the following described premises, located in Minidoka County, Idaho, to-wit:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

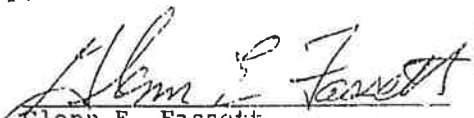
SECTION 29:

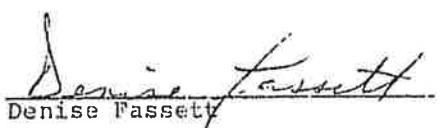
That part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northeast corner of said Section 29; thence West along the North section line of said Section 29 for 330 feet to a point, which point shall be known as the TRUE POINT OF BEGINNING; thence South for 130 feet; thence West for 130 feet; thence North for 130 feet to a point on the North section line of said Section 29; thence East along said North section line for 130 feet to the TRUE POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees their heirs and assigns forever. And the said Grantors do hereby covenant to and with the Grantees that they are the owners in fee of said premises, that said premises are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 16th day of ^{June}~~May~~, 1994.


Glenn E. Fassett


Denise Fassett

STATE OF IDAHO

County of Minidoka

On this 16th day of ^{June}~~May~~, 1994, before me, a Notary Public in and for said State, personally appeared Glenn E. Fassett and Denise Fassett known to me to be the persons whose

names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

Alan Hoover
Notary Public
Residing at Rupert, Idaho
My Commission Expires 10-1-97

413468

RECORDED AT REQUEST OF
Centina v. Ballar
JUN 20 2 36 PM '94
MINIDOKA COUNTY, IDAHO
CLERK
FILE 6- 89

WARRANTY DEED

#11423

427221

For Value Received

GLENN E. FASSETT and DENISE FASSETT, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

DESERT VIEW FARMS, INC., an Idaho Corporation
Address: ROUTE 3 BOX 3263, RUPERT, ID. 83350

Hereinafter called the Grantee, the following described premises situated in MINIDOKA County, Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 1997 and subsequent years.

Assessments of the A&B Irrigation District and the rights and powers of said District as by law provided.

This conveyance is made and accepted on the express condition, that the conveyed property shall not have alcoholic beverages sold on it.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

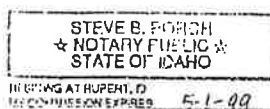
Dated: December 3, 1996

Glenn E. Fassett
GLENN E. FASSETT

Denise Fassett
DENISE FASSETT

STATE OF IDAHO)
) ss.
COUNTY OF MINIDOKA)

On this 3RD day of December, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared GLENN E. FASSETT and DENISE FASSETT, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Steve B. Forch
Notary Public
Residing at: Rupert, Id.
My Commission expires: 5-1-99

RECORDED AT REQUEST OF
Land Title Report
FILE NO. _____
96 DEC 3 15 : 51
DEPUTY

427221

Order No. 11432

EXHIBIT "A"

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 29: That part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northeast corner of said Section 29, which point shall be known as the TRUE POINT OF BEGINNING;

Thence West along the North section line for 330 feet;

Thence South for 130 feet;

Thence East for 330 feet to a point on the East section line of said Section 29;

Thence North along said East section line for 130 feet to the TRUE POINT OF BEGINNING.

427538

WARRANTY DEED (#11465)

THIS INDENTURE, made this 10th day of DECEMBER, 1996, between DESERT VIEW FARMS, INC., an Idaho Corporation, (the "Grantor"), and JOSE LUIS LOPEZ and MARIA LOPEZ, husband and wife, and RUBEN LOPEZ and ANGELICA T. LOPEZ, husband and wife, whose address is 1200 N. Meridian Road, Rupert, Idaho, collectively (the "Grantee").

WITNESSETH

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell, convey and confirm unto the Grantee, and to the Grantee's heirs and assigns forever, all of the following described real estate situated in the County of Minidoka, State of Idaho, to-wit:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN, MINIDOKA COUNTY, IDAHO

SECTION 29: That part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northeast corner of said Section 29, which point shall be known as the TRUE POINT OF BEGINNING;

Thence West along the North section line for 330 feet;

Thence South for 130 feet;

Thence East for 330 feet to a point on the East section line of said Section 29;

Thence North along said East section line for 130 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO: All reservations in patents or deeds in the chain of title.
Taxes for 1997 and subsequent years.
Assessments of the A & B Irrigation District and the rights and powers of said District as by law provided.

This conveyance is also subject to the following covenants and conditions which shall run with the land
(a) no alcoholic beverages may be sold on the property;
(b) the property is conveyed subject to continuing agricultural uses of the adjacent property, together with noise, storage, and general environment associated with that industry.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property as well in law as in equity of the Grantor.

TO HAVE AND TO HOLD, all and singular, the above-mentioned and described premises, together with appurtenances unto the Grantee, and to the Grantee's heirs and assigns forever.

The Grantor shall and will warrant and by these presents will forever defend the said premises in the quiet and peaceable possession of the Grantee, and the Grantee's heirs and assigns, and against all and every person and persons whomsoever lawfully claiming the same, except as aforesaid.

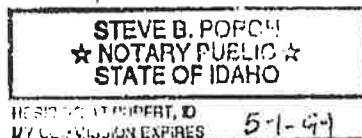
IN WITNESS WHEREOF, the Grantor has executed this deed the day and year first above written.

DESERT VIEW FARMS, INC.

BY Steven D. Young Pres.
STEVEN D. YOUNG

STATE OF IDAHO)
) ss
County of ~~Cassia~~ Blaine)

On this 10th day of December, in the year 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVEN D. YOUNG, known or identified to me to be the President of Desert View Farms, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Steve B. Popch
Notary Public for Idaho
Residing at _____
My commission expires on _____

WARRANT DEED - 2

RECORDED AT REQUEST OF
Land Title Report
FILM NO. _____
96 DEC 23 16 : 14
BLAINE COUNTY, IDAHO
DALE SMITH, RECORDER
FILE 6 DEPUTY SP

427532

After Recording, Return To:

Western Mortgage & Realty Co.
P.O. Box 3110
Pasco, WA 99302-3110

Send Tax Statements To:

Western Mortgage & Realty Co.
P.O. Box 3110
Pasco, WA 99302-3110

492571

Instrument # 492571

MINIDOKA COUNTY, RUPERT, IDAHO
2007-08-22 04:21:00 No. of Pages: 30
Recorded for : BURLEY LAND TITLE
DUANE SMITH Fee: 104.00
Ex-Officio Recorder Deputy

ESTOPPEL DEED IN LIEU OF FORECLOSURE

FOR VALUE RECEIVED, STEVEN D. YOUNG, also known as STEVEN YOUNG and MARIA YOUNG, also known as MARIE YOUNG, husband and wife, and ROY M. YOUNG, also known as ROY YOUNG, also known as ROY MILTON YOUNG, a married man dealing with his sole and separate property, a married man contracting with his sole and separate property, S&R INV., an Idaho general partnership consisting of STEVEN D. YOUNG and MARIA YOUNG, husband and wife, and ROY M. YOUNG, a married man dealing with his sole and separate property, and YOUNG and YOUNG OF IDAHO, INC., who acquired title as Desert View Farms, Inc., an Idaho Corporation, the Grantors, hereby grant and convey unto WESTERN MORTGAGE & REALTY COMPANY., a Washington Corporation, the Grantee, whose relevant current address is 6610 W. Court St., Suite #B, Pasco, WA 99301, the real and personal property of the Grantors, located in the Counties of Minidoka and Lincoln, State of Idaho, to wit:

Described on EXHIBIT A attached hereto and made a part hereof
(hereinafter referred to as the "Subject Property").

TO HAVE AND TO HOLD, unto the said Grantee, its successors and assigns forever.

This Deed is given in lieu of foreclosure of Grantee's mortgage liens and security interest in and to the Subject Property, however, that Grantee's mortgage liens and security interest in and to the Subject Property shall not be deemed to have merged into this Deed, but shall survive the execution, delivery and recording of this Deed, and Grantee expressly reserves and retains its priority of liens and security interest in and to the Subject Property for the purpose of protecting Grantee against any third party liens, claims or interest, known or unknown, disclosed or undisclosed, liquidated or unliquidated, of whatever kind or nature.

Also included in this Deed are certain parcels of the Subject Property which are not secured by Grantee's mortgage liens and security interest. Said parcels are being conveyed to Grantee as additional consideration in Grantee's acceptance of this Deed.

It is expressly covenanted and agreed by and between the parties hereto that by accepting delivery of and/or by recording this Deed, Grantee does not assume any liability arising out of or in connection with the ownership or use of the Subject Property by the Grantors or their predecessors in interest.

The mortgage liens hereinbefore referred to are based upon: 1) A certain Mortgage, Security Agreement and Fixture Filing dated August 1, 2003 from Young and Young of Idaho, Inc., an Idaho corporation, which acquired title as Desert View Farms, Inc., an Idaho corporation; Nature's Best Produce, Inc., an Idaho corporation; S&R Inv., a partnership; North Ridge, LLC, an Idaho limited liability company; Steven D. Young, same person as Steven Young, and Maria Young, same person as Marie Young, husband and wife; and Roy M. Young, same person as Roy Young and Milton Roy Young, a married man dealing in his sole and separate property ("Young"), for the benefit of Northwest Farm Credit Services, FLCA ("Lender"), as Beneficiary, recorded August 21, 2003 as Instrument No. 467676 of the real property records of Minidoka County, Idaho, and as assigned by Lender to Western Mortgage & Realty Company pursuant to that certain Assignment of Note and Mortgage recorded May 11, 2007 as Instrument No.

490815 in the Office of the Recorder of Minidoka County, Idaho, which encumbers the Subject Property more particularly described therein, together with the indebtedness secured thereby and the benefits and privileges created thereunder; 2) A certain Mortgage, Security Agreement and Fixture Filing dated August 15, 2003 from Young and Young of Idaho, Inc., an Idaho corporation, (which acquired title as Desert View Farms, Inc., an Idaho corporation); Nature's Best Produce, Inc., an Idaho corporation; S&R, Inv., a Partnership; North Ridge, LLC, an Idaho Limited Liability Company; Steven D. Young, same person as Steven Young and Maria Young, same person as Marie Young, husband and wife; Roy M. Young, same person as Roy Young and Roy Milton Young, a married man dealing with his sole and separate property ("Young"), for the benefit of Northwest Farm Credit Services, FLCA, a Corporation ("Lender"), as Beneficiary, recorded August 21, 2003 as Instrument No. 175314 of the real property records of Lincoln County, Idaho, and as assigned by Lender to Western Mortgage & Realty Company pursuant to that certain Assignment of Note and Mortgage recorded May 14, 2007 as Instrument No. 183140 in the Office of the Recorder of Lincoln County, Idaho, which encumbers the Subject Property more particularly described therein, together with the indebtedness secured thereby and the benefits and privileges created thereunder; 3) A certain Mortgage, Security Agreement and Assignment of Rents dated October 13, 2004 from Steven D. Young and Maria Young, husband wife, and Roy M. Young, a married man as his sole and separate property ("Young"), for the benefit of Metropolitan Life Insurance Company ("Lender"), as Beneficiary, recorded October 15, 2004 as Instrument No. 474822 of the real property records of Minidoka County, Idaho, and the Supplemental Mortgage dated January 11, 2005, recorded January 12, 2005 as Instrument No. 476231 of the real property records of Minidoka County, Idaho, assigned by Lender to Western Mortgage & Realty Company pursuant to that certain Assignment of Notes and Mortgages recorded September 5, 2006 as Instrument No. 486544 in the Office of the Recorder of Minidoka County, Idaho, which encumbers the Subject Property more particularly described therein, together with the indebtedness secured thereby and the benefits and privileges created thereunder; 4) A certain Supplemental Mortgage dated January 11, 2005 from Steven D. Young and Maria Young, husband and wife, and Roy M. Young, a married man as his sole and separate property ("Young"), for the benefit of Metropolitan Life Insurance Company ("Lender"), as Beneficiary, recorded January 13, 2005 as Instrument No. 178121 and re-recorded February 4, 2005 as Instrument No. 178252 of the real property records of

Lincoln County, Idaho, and as assigned by Lender to Western Mortgage & Realty Company pursuant to that certain Assignment of Notes and Mortgages recorded September 6, 2006 as Instrument No. 181624 and Instrument No. 181625 in the Office of the Recorder of Lincoln County, Idaho, which encumbers the Subject Property more particularly described therein, together with the indebtedness secured thereby and the benefits and privileges created thereunder; 5) A certain Mortgage and Fixture Filing dated April 26, 2005 from Steven D. Young and Maria Young, husband and wife, an un-divided one-half interest, and Roy M. Young, a married man dealing with his sole and separate property, an un-divided one-half interest ("Young"), for the benefit of KeyBank National Association ("Bank"), as Beneficiary, recorded May 5, 2005 as Instrument No. 478219 of the real property records of Minidoka County, Idaho, and as assigned by Bank to Western Mortgage & Realty Company pursuant to that certain Assignment of Mortgage recorded June 28, 2007 as Instrument No. 491577 in the Office of the Recorder of Minidoka County, Idaho, which encumbers the Subject Property more particularly described therein, together with the indebtedness secured thereby and the benefits and privileges created thereunder; 6) A certain Mortgage and Fixture Filing dated April 26, 2005 from Steven D. Young and Maria Young, husband and wife, and Roy M. Young, a married man dealing with his sole and separate property, ("Young"), for the benefit of KeyBank National Association ("Bank"), as Beneficiary, recorded May 5, 2005 as Instrument No. 478220 of the real property records of Minidoka County, Idaho, and as assigned by Bank to Western Mortgage & Realty Company pursuant to that certain Assignment of Mortgage recorded June 28, 2007 as Instrument No. 491578 in the Office of the Recorder of Minidoka County, Idaho, which encumbers the Subject Property more particularly described therein, together with the indebtedness secured thereby and the benefits and privileges created thereunder; 7) A certain Mortgage and Fixture Filing dated April 26, 2005 from S&R Inv., an Idaho general partnership consisting of Steven D. Young and Maria Young, husband and wife, an un-divided half interest and Roy M. Young, a married man dealing with his sole and separate property, an un-divided half interest ("Young"), for the benefit of KeyBank National Association ("Bank"), as Beneficiary, recorded May 5, 2005 as Instrument No. 478221 of the real property records of Minidoka County, Idaho, and as assigned by Bank to Western Mortgage & Realty Company pursuant to that certain Assignment of Mortgage recorded June 28, 2007 as Instrument No. 491579 in the Office of the Recorder of Minidoka County, Idaho, which encumbers the Subject Property more particularly described therein,

together with the indebtedness secured thereby and the benefits and privileges created thereunder; 8) A certain Mortgage and Fixture Filing dated April 26, 2005 from Steven Young, also known as Steven D. Young, and Maria Young, also known as Marie Young, husband and wife, and Roy Young, also known as Roy M. Young ("Young"), for the benefit of KeyBank National Association ("Bank"), as Beneficiary, recorded May 5, 2005 as Instrument No. 478222 of the real property records of Minidoka County, Idaho, and as assigned by Bank to Western Mortgage & Realty Company pursuant to that certain Assignment of Mortgage recorded June 28, 2007 as Instrument No. 491580 in the Office of the Recorder of Minidoka County, Idaho, which encumbers the Subject Property more particularly described therein, together with the indebtedness secured thereby and the benefits and privileges created thereunder; 9) A certain Mortgage and Fixture Filing dated April 26, 2005 from Steven D. Young, also know as Steven Young and Maria Young, also known as Marie Young, husband and wife, and Roy M. Young, also known as Roy Young, also known as Roy Milton Young, a married man contracting with his sole and separate property ("Young"), for the benefit of KeyBank National Association ("Bank"), as Beneficiary, recorded May 5, 2005 as Instrument No. 478223 of the real property records of Minidoka County, Idaho, and as assigned by Bank to Western Mortgage & Realty Company pursuant to that certain Assignment of Mortgage recorded June 28, 2007 as Instrument No. 491581 in the Office of the Recorder of Minidoka County, Idaho, which encumbers the Subject Property more particularly described therein, together with the indebtedness secured thereby and the benefits and privileges created thereunder; 10) A certain Mortgage and Fixture Filing dated April 26, 2005 from Steven D. Young and Maria Young, husband and wife, an un-divided 50% interest, and Roy M. Young, an un-divided 50% interest ("Young"), for the benefit of KeyBank National Association ("Bank"), as Beneficiary, recorded May 5, 2005 as Instrument No. 478224 of the real property records of Minidoka County, Idaho, and as assigned by Bank to Western Mortgage & Realty Company pursuant to that certain Assignment of Mortgage recorded June 28, 2007 as Instrument No. 491582 in the Office of the Recorder of Minidoka County, Idaho, which encumbers the Subject Property more particularly described therein, together with the indebtedness secured thereby and the benefits and privileges created thereunder; 11) A certain Mortgage and Fixture Filing dated April 26, 2005 from Steven D. Young and Maria Young, husband and wife, and Roy M. Young, a married man contracting with his sole and separate property ("Young"), for the benefit of KeyBank National Association ("Bank"), as

Beneficiary, recorded May 5, 2005 as Instrument No. 478225 of the real property records of Minidoka County, Idaho, and as assigned by Bank to Western Mortgage & Realty Company pursuant to that certain Assignment of Mortgage recorded June 28, 2007 as Instrument No. 491583 in the Office of the Recorder of Minidoka County, Idaho, which encumbers the Subject Property more particularly described therein, together with the indebtedness secured thereby and the benefits and privileges created thereunder; 12) A certain Mortgage and Fixture Filing dated April 26, 2005 from Roy M. Young, Steven D. Young and Maria Young, husband and wife, an un-divided 50% interest ("Young"), for the benefit of KeyBank National Association ("Bank"), as Beneficiary, recorded May 5, 2005 as Instrument No. 478227 of the real property records of Minidoka County, Idaho, and as assigned by Bank to Western Mortgage & Realty Company pursuant to that certain Assignment of Mortgage recorded June 28, 2007 as Instrument No. 491584 in the Office of the Recorder of Minidoka County, Idaho, which encumbers the Subject Property more particularly described therein, together with the indebtedness secured thereby and the benefits and privileges created thereunder; 13) A certain Mortgage and Fixture Filing dated April 26, 2005 from Steven D. Young and Maria Young, husband and wife, an un-divided 50% interest, and Roy M. Young, an un-divided 50% interest ("Young"), for the benefit of KeyBank National Association ("Bank"), as Beneficiary, recorded May 5, 2005 as Instrument No. 178769 of the real property records of Lincoln County, Idaho, and as assigned by Bank to Western Mortgage & Realty Company pursuant to that certain Assignment of Mortgage recorded June 28, 2007 as Instrument No. 183358 in the Office of the Recorder of Lincoln County, Idaho, which encumbers the Subject Property more particularly described therein, together with the indebtedness secured thereby and the benefits and privileges created thereunder; 14) A certain Mortgage and Fixture Filing dated April 26, 2005 from Steven D. Young and Maria Young, husband and wife, and Roy M. Young, a married man contracting with his sole and separate property ("Young"), for the benefit of KeyBank National Association ("Bank"), as Beneficiary, recorded May 5, 2005 as Instrument No. 178770 of the real property records of Lincoln County, Idaho, and as assigned by Bank to Western Mortgage & Realty Company pursuant to that certain Assignment of Mortgage recorded June 28, 2007 as Instrument No. 183359 in the Office of the Recorder of Lincoln County, Idaho, which encumbers the Subject Property more particularly described therein, together with the indebtedness secured thereby and the benefits and privileges created thereunder; 15) A certain Mortgage and Fixture Filing dated May 23,

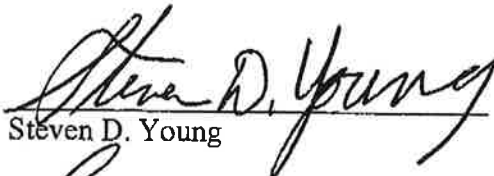
2005 from Steven D. Young and Maria Young, husband and wife, and Roy M. Young ("Young"), for the benefit of KeyBank National Association ("Bank"), as Beneficiary, recorded May 24, 2005 as Instrument No. 478514 of the real property records of Minidoka County, Idaho, and as assigned by Bank to Western Mortgage & Realty Company pursuant to that certain Assignment of Mortgage recorded June 28, 2007 as Instrument No. 491586 in the Office of the Recorder of Minidoka County, Idaho, which encumbers the Subject Property more particularly described therein, together with the indebtedness secured thereby and the benefits and privileges created thereunder; 16) A certain Mortgage and Fixture Filing dated May 23, 2005 from Young and Young of Idaho, Inc., an Idaho Corporation ("Young"), for the benefit of KeyBank National Association ("Bank"), as Beneficiary, recorded May 24, 2005 as Instrument No. 478513 of the real property records of Minidoka County, Idaho, and as assigned by Bank to Western Mortgage & Realty Company pursuant to that certain Assignment of Mortgage recorded June 28, 2007 as Instrument No. 491585 in the Office of the Recorder of Minidoka County, Idaho, which encumbers the Subject Property more particularly described therein, together with the indebtedness secured thereby and the benefits and privileges created thereunder; and, 17) A certain Supplemental Mortgage, Security Agreement and Fixture Filing dated September 9, 2005 from Young and Young of Idaho, Inc., an Idaho corporation, which acquired title as Desert View Farms, Inc., an Idaho corporation, and Steven D. Young and Maria Young, husband and wife, and Roy M. Young, a married man dealing in his sole and separate property ("Young"), for the benefit of Northwest Farm Credit Services, FLCA ("Lender"), as Beneficiary, recorded October 5, 2005 as Instrument No. 480643 of the real property records of Minidoka County, Idaho, and as assigned by Lender to Western Mortgage & Realty Company pursuant to that certain Assignment of Note and Mortgage recorded May 11, 2007 as Instrument No. 490815 in the Office of the Recorder of Minidoka County, Idaho, which encumbers the Subject Property more particularly described therein, together with the indebtedness secured thereby and the benefits and privileges created thereunder.

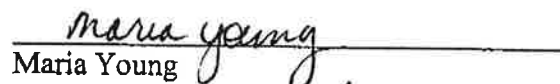
This Deed is absolute in effect and conveys fee simple title of the Subject Property described in Exhibit A to the Grantee and does not operate as a mortgage, trust conveyance or security of any kind.

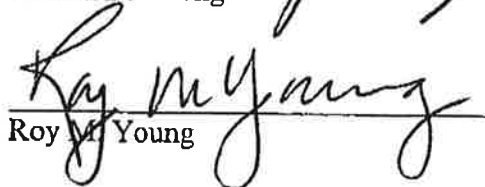
Grantors do hereby waive, surrender, convey and relinquish any equity of redemption and statutory rights of redemption concerning the Subject Property and the mortgage lien documents described above.

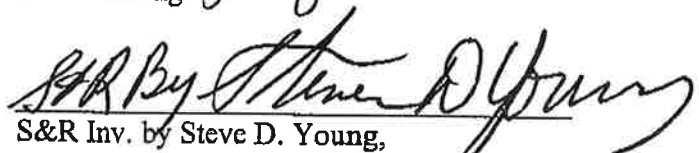
Possession of the Subject Property is hereby surrendered and delivered to Grantee. Grantors are not acting under any misapprehension as to the legal effect of this Deed nor under any duress, undue influence or misrepresentation of Grantee, its agents or attorneys or any other person. At this time there is no person, partnership or corporation other than Grantee, interested in the Subject Property directly or indirectly, in any manner whatsoever, except as aforesaid.

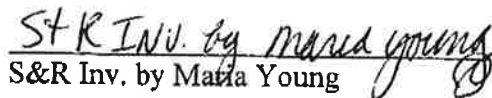
IN WITNESS WHEREOF, the Grantors have duly executed this instrument this 8 day of August, 2007.

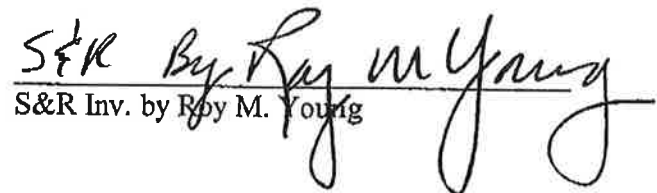

Steven D. Young


Maria Young

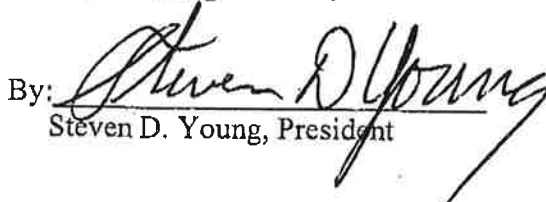

Roy M. Young


S&R Inv. by Steve D. Young,


S&R Inv. by Maria Young


S&R Inv. by Roy M. Young

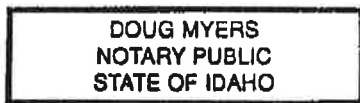
Young & Young of Idaho, Inc.

By: 
Steven D. Young, President

STATE of IDAHO)
) ss.
COUNTY of CASSIA)

On this 8th day of August, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven D. Young and Maria Young, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

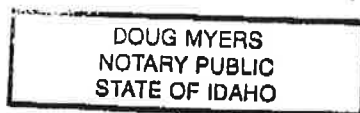


Doug Myers
Name: Doug Myers
Notary Public in and for the State of Idaho
Residing at Twin Falls, Id
My Commission Expires: 8/13/2009

STATE of IDAHO)
) ss.
COUNTY of CASSIA)

On this 8th day of August, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Roy M. Young, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

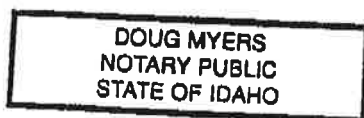


Doug Myers
Name: Doug Myers
Notary Public in and for the State of Idaho
Residing at Twin Falls, Id
My Commission Expires: 8/13/2009

STATE of IDAHO)
) ss.
COUNTY of Cassia)

I certify that I know or have satisfactory evidence that Steven D. Young, Maria Young and Roy M. Young are the persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the General Partners of S&R Inv. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal the 8th day of August, 2007.

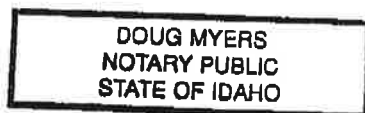


Doug Myers
Name: Doug Myers
Notary Public in and for the State of Idaho
Residing at: Twin Falls, Id
My Commission Expires: 8/13/2009

STATE of IDAHO)
) ss.
COUNTY of Cassia)

I certify that I know or have satisfactory evidence that Steven D. Young is the person acknowledged that he signed this instrument, on oath state he is authorized to execute the instrument and acknowledged it as the President of Young & Young Of Idaho, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal the 8th day of August, 2007.



Doug Myers
Name: Doug Myers
Notary Public in and for the State of Idaho
Residing at: Twin Falls, Id
My Commission Expires: 8/13/2009

PARCEL NO. 15:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 20:

That part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southeast corner of Section 20, said corner marked by a 5/8" rebar;
Thence South 89°49'06" West along section line for 130.00 feet to a 1/2" rebar
which shall be the POINT OF BEGINNING;
Thence South 89°49'06" West along section line for 171.00 feet to a 1/4" rebar;
Thence North 0°01'48" West for 432.24 feet to a 1/2" rebar;
Thence North 0°01'48" West for 2.08 feet to a point on the South right of way of
State Highway 24;
Thence South 73°16'35" East along said Highway right of way for 313.35 feet to
a 1/2" rebar on the East line of Section 20;
Thence South 0°11'20" East along section line for 133.20 feet to a 1/2" rebar;
Thence South 89°49'06" West for 130.00 feet to a 1/2" rebar;
Thence South 0°11'20" East for 210.00 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM the following described tract:

Beginning at the Southeast corner of said Section 20, said corner marked by a 5/8
inch rebar with cap attached; thence South 89°49'06" West along
section line for 130.00 feet to a 1/2 inch rebar which shall be the Point of
Beginning;
Thence South 89°49'06" West along section line for a distance of 56.61 feet to a
1/2 inch rebar;
Thence North 00°54'26" East for a distance of 250.41 feet to a 1/2 inch rebar;
Thence South 86°01'42" East for a distance of 182.30 feet to a 1/2 rebar on section
line;
Thence South 00°11'20" East along section line for a distance of 27.16 feet to a 1/2
inch rebar;
Thence South 89°49'06" West for a distance of 130.00 feet to a 1/2 inch rebar;
Thence South 00°11'20" East for a distance of 210.00 feet to the Point of
Beginning.

PARCEL NO. 16:

TOWNSHIP 7 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 20:

That part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southeast corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 20, said corner marked
by a 5/8 inch rebar; thence South 89°49'06" West (West rec.) along section line
for 301.00 feet to a 1/2 inch rebar which shall be the Point of Beginning;
Thence South 89°49'06" West (West rec.) along section line for 350.00 feet to a
1/2 inch rebar;
Thence North 0°01'48" West (North rec.) for 535.91 feet (557 feet rec.) to a 1/2
inch rebar on the Southerly right-of-way of State Highway 24;
Thence South 73°40'13" East along the Southerly right-of-way of State Highway
24 for 364.77 feet to a 1/2 inch rebar;
Thence South 0°01'48" East for 432.24 feet to the Point of Beginning.

PARCEL NO. 17:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 20: That part of the SE¼SE¼, more particularly described as follows:

Beginning at a point 1081 feet West of the Southeast corner of Section 20;
Thence North for 687 feet more or less to the South boundary of the State Highway;
Thence Southeast along said State Highway's South boundary for 224.6 feet;
Thence South for 622 feet;
Thence West for 215 feet to the Point of Beginning.

PARCEL NO. 18:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 20: That part of the SE¼SE¼, more particularly described as follows:

Beginning 1296 feet West of the Southeast corner of said Section 20;
Thence North 752 feet to the South boundary of the Roosevelt State Highway right-of-way;
Thence Southeasterly along said boundary for 224.6 feet;
Thence South 687 feet to the South boundary of Section 20;
Thence West for 215 feet to the POINT OF BEGINNING.

PARCEL NO. 19:

TOWNSHIP 6 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 26: W½

PARCEL NO. 20:

TOWNSHIP 7 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 12: W½

PARCEL NO. 21:

TOWNSHIP 7 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 11: W½, SAVE AND EXCEPTING the following described parcel:

Beginning at the W¼ Section corner of said Section 11, said corner marked by a 5/8 inch rebar which shall be the Point Of Beginning;
Thence North 00°18'57" East along Section line for 1113.13 feet to a ½ inch rebar;
Thence South 89°41'34" East for 700.00 feet to a ½ inch rebar;
Thence South 00°19'12" West for 1125.00 feet to a ½ inch rebar;
Thence North 89°41'34" West for 700.00 feet to a ½ inch rebar on Section line;
Thence North 00°43'50" East along Section line for 11.87 feet to the Point Of Beginning.

PARCEL NO. 22:

TOWNSHIP 7 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 16: All, SAVE AND EXCEPT the following described parcel:

Beginning at the Southwest corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 16;
Thence North 89°40' East for 406 feet; Thence North 0°20' West for 30 feet to a
point, which point shall be known as the True Point Of Beginning;
Thence North 89°40' East for 350 feet;
Thence North 0°20' West for 350 feet;
Thence South 89°40' West for 350 feet;
Thence South 0°20' East for 350 feet to the True Point Of Beginning.

PARCEL NO. 23:

TOWNSHIP 7 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 20: All that part of Section 20, lying North of the Union Pacific Railroad right-of-way:

SAVE AND EXCEPT the following described parcel:

Beginning at the Northeast corner of the SE $\frac{1}{4}$ of Section 20, which point shall be known as the True Point Of Beginning;
Thence South 89°42'45" West for 1084.27 feet;
Thence South 11°07'56" East for 560.00 feet;
Thence South 33°27'23" East for 274.52 feet;
Thence North 90°00'00" East for 257.00 feet;
Thence South 0°00'00" East for 300.00 feet;
Thence South 70°19'00" East for 274.00 feet;
Thence South 8°43'00" East for 150.00 feet;
Thence North 89°45'55" East for 14.42 feet;
Thence South 1°31'00" West for 165.00 feet;
Thence South 27°25'00" East for 541.98 feet;
Thence South 73°40'13" East for 35.40 feet to a point on the East Section line of said Section 20;
Thence North 0°11'19" West along said East Section line to the True Point Of Beginning.

PARCEL NO. 24:

TOWNSHIP 7 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 21: N $\frac{1}{2}$

PARCEL NO. 47:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 20: Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ and part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southeast corner of said Section 20, said corner marked by a 5/8 inch rebar;
Thence South 89°49'06" West along section line for 1296.00 feet to a ½ inch rebar
which shall be the Point of Beginning;
Thence South 89°49'06" West along section line for 23.18 feet to a ½ inch rebar at the
Southeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 89°49'06" West along section line for 356.42 feet to a ½ inch rebar;
Thence North 0°03'14" West for 851.86 feet to a ½ inch rebar on the South right of way of
State Highway 24;
Thence South 73°16'35" East along said right of way for 370.91 feet to a ½ inch rebar on the
East line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 73°16'35" East along said right of way for 25.88 feet to a ½ inch rebar;
Thence South 0°01'48" East (South, rec.) for 736.48 feet (752 feet, rec.) to the Point of
Beginning.

PARCEL NO. 48:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 29: That part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 29; Thence South along
the East section line of said Section 29 for 130 feet; Thence West for 30 feet to a
point, which point shall be known as the True Point of Beginning;
Thence West for 150 feet;
Thence South for 140 feet;
Thence East for 150 feet;
Thence North for 140 feet to the Point of Beginning.

PARCEL NO. 49:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 29: That part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northeast corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; Thence South along the East Section
line of said Section 29 for 130 feet; Thence West for 180 feet to a point, which point
shall be known as the True Point of Beginning;
Thence West for 150 feet;
Thence South for 75 feet;
Thence East for 150 feet;
Thence North for 75 feet to the True Point of Beginning.

PARCEL NO. 50:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 29: That part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northeast corner of said Section 29; Thence West along the North section line of said Section 29 for 330 feet to a point, which point shall be known as the True Point of Beginning;

Thence South for 130 feet;

Thence West for 130 feet;

Thence North for 130 feet to a point on the North section line of said Section 29;

Thence East along said North section line for 130 feet to the True Point of Beginning.

PARCEL NO. 51:

TOWNSHIP 8 SOUTH, RANGE 25 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 2: A portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southeast corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$;

Thence North 180 feet along the East section line of said Section 2;

Thence West 330 feet;

Thence South 180 feet;

Thence East 330 feet to the Point of Beginning.

PARCEL NO. 52:

Lot 6 in Block 9 of Sears Addition No. One to the City of Minidoka, Minidoka County, Idaho, according to the official plat thereof, now on file in the office of the County Recorder, Minidoka County, Idaho.

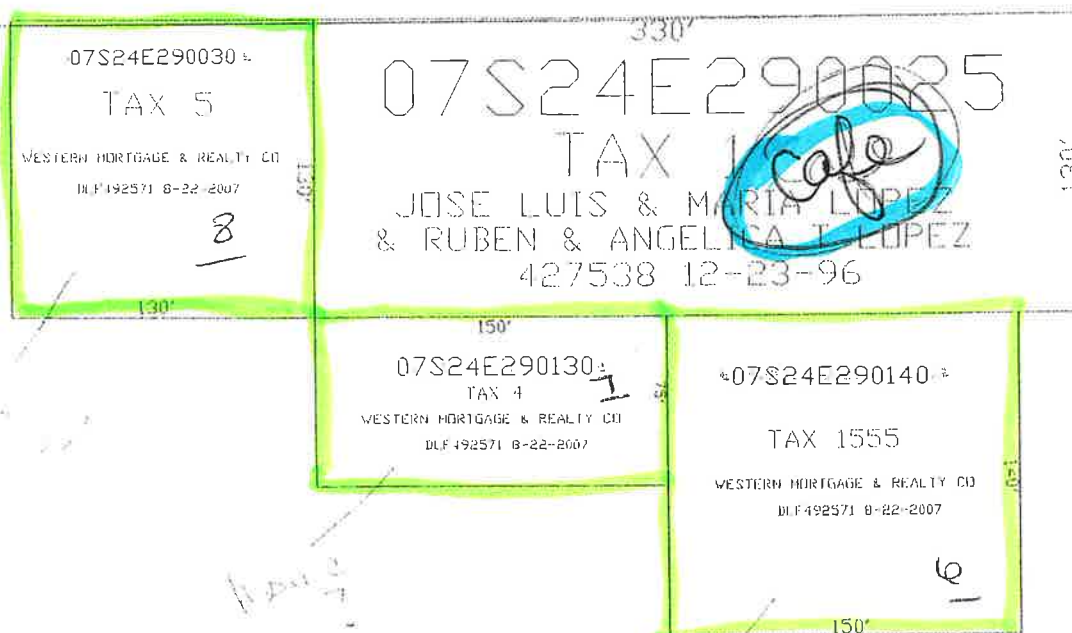
Section 29



MINIDOKA COUNTY ASSESSOR
702 G STREET
PO BOX 368
RUPERT, ID 83350
208-436-7181 (Office)
208-436-1176 (Fax)

LOCATION:
Section 29
Township 7 South Range 24 East

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THIS INFORMATION IS
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MINIDOKA COUNTY
ASSUMES NO
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ERRORS OR
OMISSIONS.

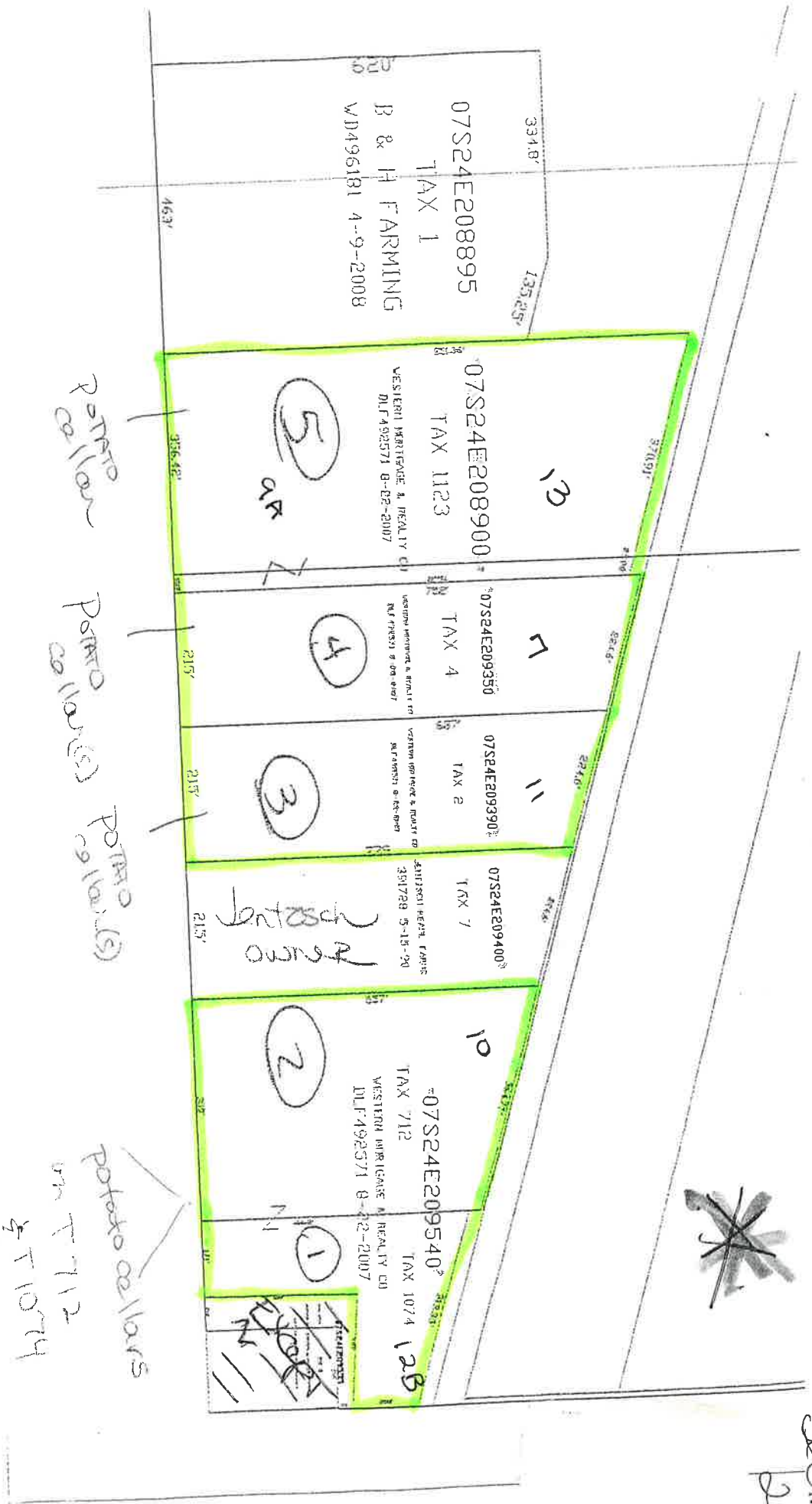




MINIDOKA COUNTY ASSESSOR
702 G STREET
PO BOX 368
RUPERT, ID 83350
208-436-7181 (Office)
208-436-1176 (Fax)

LOCATION:
Section 20
Township 7 South Range 20 East

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ERRORS OR OMISSIONS.



Section 22



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 1341 Fillmore St, Suite 200 • Twin Falls, Idaho 83301-3380
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor
GARY SPACKMAN
Interim Director

July 22, 2011

JODNEY JENTZSCH
SHIRLEY JENTZSCH
20106 5TH ST
RUPERT ID 83350

RE: Change of Ownership for Water Right Nos. 36-13599

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right(s). The department has modified its records to reflect the change in ownership and has enclosed computer-generated reports for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Sections 42-222 and 42-223, Idaho Code.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

A handwritten signature in cursive script, reading 'Trish Fawcett'.

Trish Fawcett
Technical Records Specialist

Enclosure(s)

Cc: Land Title & Escrow Inc.



Land Title and Escrow, Inc.

Focused on Service, Positioned for the Future
June 24, 2011

Attention: Trish
Idaho Department of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301-3380

RE: Rodney & Shirley Jentzsch

Dear Trish:

I am sending you information on Water Right No. 36-13599. Rodney & Shirley Jentzsch have purchased property and potato cellars from Western Realty & Mortgage. I had discussed the status of the water right servicing the potato cellars and the cafe (owned by Mr. Lopez) with Cindy Yenter by email and then with two of your water officers prior to closing the sale, and it was determined the commercial portion of the water right will be 'shared' between Jentzsch and Jose Luis Lopez. Jentzsch's own the potato cellars and Mr. Lopez owns the cafe, so the commercial .04 CFS usage will not change from the current usage.

As you and I previously discussed by phone, I am mailing you the following information:

- ▶ Notice of Change of Ownership / \$25.00 check
- ▶ Plat Map
- ▶ Copy of Warranty Deed recorded as Instrument No. 512352 (to Jentzsch)
- ▶ Copy of email from Cindy Yenter, Water Master to Caroline Cortens, Paralegal, May/Browning
- ▶ Copies of the Deeds from Fassett (current owner on IDWR website) to Jentzsch and to Lopez

Please call me if you have any questions concerning this letter at 878-3524. Thanks again for all your help.

Very truly yours,
Land Title and Escrow, Inc.

Tina Hanssen
Manager & Escrow Officer

Box 177 • Burley, Idaho • 83318
Ph: 208.878.3524
Fx: 208.878.4435
lteb@pmt.org

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